

## R E M A R K S

Prior to entry of this Amendment:

- Claims **27 – 51** were pending in the present application.

Upon entry of this Amendment, which is respectfully requested for the reasons set forth below:

- Claims **27 – 51** will remain pending; and
- Independent claims **27** (and thus independent claims **31 and 32**), **33** (and thus independent claims **40 and 41**), **42** ( and thus independent claims **45 and 46**) and **47** (and thus independent claims **50 and 51**) will be amended.

1. Telephone Interview

Applicants thank Examiner for extending the courtesy of a telephone interview on November 18, 2004. Discussed during the interview was independent claim **27** and the rejection thereof over Towson, Golden Palace Online Casino, and Weiss. Applicants gratefully acknowledge Examiner's agreement with the following points:

- The credit balance of Towson that is available to the players for wagering (as tracked via indicator 22) is decremented as the players wager, and when it reaches zero at the end of play (as described on page 3, lines 33 – 38), the balance of winnings tracked in indicator 25 is dispensed; thus the credit balance available for wagering is distinct from the balance winnings that is transferred among the players;

- If a player of Towson were to receive a dispensing of the winnings balance tracked by indicator 25 and reinsert the winnings into the gaming device, this would result in a new balance;
- Golden Palace Online Casino does not describe requesting a cashout before a player ends a gaming session, since a cashout in Golden Palace Online Casino results in a zero balance;
- Golden Palace Online Casino does not describe storing a balance available to a player for wagering in a memory of a gaming device (since this would be likely invite fraud or tampering by a player);
- Weiss does not describe requesting a monetary output in an amount less than a balance, wherein the balance is a balance resulting from the player providing the gaming device with monetary input.

The amendments to claim 27 made herein are believed to be in conformance with the matter discussed during the interview and with the amendments proposed during the interview. It is Applicants' understanding that the Examiner intends to reconsider the rejection of claim 27 over Towson in light of the arguments presented by Applicants during the interview. Further, it is Applicants' understanding that the Examiner is in agreement that claim 27 as presented during the telephone interview (and as presented herein) is patentable over Golden Palace Online Casino and over Weiss, for the reasons set forth below.

## 2. Double Patenting Rejection

Claims 27 – 51 stand rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1 – 19 of

U.S. Patent No. 6,537,151 and claims 1 – 20 of U.S. Patent No. 6,168,522.

Current Office Action, page 2.

Without agreeing with the Examiner's characterization of the pending claims as obvious over the patented claims, and solely to expedite allowance of the pending claims, Applicants have submitted herewith (i) a terminal disclaimer disclaiming the term of any patent that may result from the present Application beyond the term of U.S. Patent No. 6,537,151 and (ii) a terminal disclaimer disclaiming the term of any patent that may result from the present Application beyond the term of U.S. Patent No. 6,168,522.

### 3. Section 102 Rejections

#### (a) Rejection over Towson

Claims **27 – 33, 40, 41 and 49 – 51** stand rejected under 35 U.S.C. §102(b) as being anticipated by UK Patent Application GB 2161008A to Towson (“Towson” herein). Current Office Action, page 3. Applicants respectfully traverse this rejection for the reasons set forth below.

As a preliminary matter, Applicants note that independent claims **42, 45, 46 and 47** are not listed in the above rejection. However, in case this omission is an inadvertent oversight (which Applicants suspect may be the case since Independent claims **50 and 51**, which include the same limitations as Independent claim **47**, are included in the rejection), Applicants argue below the patentability of claims **42, 45, 46 and 47** over Towson.

Independent Claim 27

Independent Claim 27 recites at least the following limitation that is not described by Towson:

- *determining an available balance of credit available to a player for wagering at the gaming device, from which available balance the amount is to be provided, wherein a request for monetary output is received from a player, the monetary output being in an amount that is determining to be less than the balance*

As discussed during the telephone interview, Towson does not teach a player requesting monetary output from a balance that is available to the player for wagering, much less doing so in an amount that is determined to be less than the available balance. In Towson, a balance of credit available to a player for wagering is tracked via indicator 22. See, for example, page 2, lines 60 through 67. An amount of player winnings is tracked in a distinct meter 25. See, for example, page 2, lines 98 through 102. As also discussed during the telephone interview, the balance available for wagering does not include the winnings of the player since a play ends upon the balance of credits is zero, at which point the balance of winnings is dispensed. See, for example, page 3, lines 33 through 38. Thus, in Towson the balance of credits available to a player for wagering tracked via indicator 22 is distinct from a balance of winning accumulated by the player that is tracked via indicator 25. During play, portions of a player's wings balance 25 may be transferred from one player to another. See, for example, page 1, lines

100 – 106. In other words, Towson only describes transferring portions of the winnings balance tracked via indicator 25 and does not describe determining a portion of the balance available to a player for wagering (i.e., the balance of credits tracked via indicator 22).

Second, even if the balance of winnings tracked via indicator 25 were interpreted as a balance of credit available to a player for wagering (which interpretation, Applicants respectfully submit, is not supported by the disclosure of Towson), Towson does not describe or enable a player *requesting* a monetary output to be provided from the balance of winnings in an amount that is determined to be less than the balance. Rather, Towson describes transferring a portion of winnings from player's balance of winnings to another player's balance of winnings based on occurrences during game play (e.g., an occurrence of a symbol). See, for example, page 2, line 116 through page 3, line 32. A transfer of a portion of one player's balance of winnings to another player's balance of winnings in Towson is not in any way based on a player's request.

Dependent claims **28 – 30** and Independent claims **31 and 32** are patentable over Towson at least for the same reasons as Independent claim **27**.

Independent claims 33

Independent claim **33** recites at least the following limitation that is not described by Towson:

- *determining a first portion of the first available balance to be output, the first portion being less than the first available portion, wherein the first available balance is a balance of credit available for wagering*

As described in detail with respect to Independent claim **27**, Towson does not describe outputting a portion of a balance of credits available for wagering. At most, Towson describes transferring a portion of a balance of winnings among players of a gaming device. However, the balance of winnings is not a balance of credit available for wagering.

Dependent claims **34 – 39** and Independent claims **40 and 41** are patentable at least for the same reasons as Independent claim **33**.

Independent Claim 42 and Independent claim 47

Independent claim **42** and Independent claim **47** each recite at least the following limitation that is not anticipated by Towson:

- *determining a request to output a first portion of the first available balance, the first portion being less than the first available balance,*

*wherein the first available balance is a balance of credit available for wagering*

As discussed in detail with respect to claim 27, Towson does not describe outputting a portion of a balance of credits available for wagering. At most, Towson describes transferring a portion of a balance of winnings among players of a gaming device. However, the balance of winnings is not a balance of credit available for wagering.

Further, as also discussed in detail with respect to claim 27, Towson does not describe outputting a portion of any balance based upon *a request* for such an output.

Dependent claims **43, 44, 48 and 49**, as well as Independent claims **45, 46, 50 and 51** are patentable at least for the same reasons as claims **42 and 47**.

(b) Rejection Over Golden Palace Online Casino

Claims **47, 50 and 51** stand rejected under 35 U.S.C. §102(b) as being clearly anticipated by cumulative references to Golden Palace Online Casino (“Golden Palace” herein). Current Office Action, page 3.

Independent claims **47, 50 and 51** each recite the following limitation that is not described by Golden Palace:

- *determining a request to output a portion of the first available balance, the portion being less than the available balance,*

*wherein the first balance is a balance stored in a  
memory of the gaming device*

As discussed during the telephone interview, Golden Palace does not describe storing the balance of credits available for wagering in a memory of the personal computer. Further, as also discussed during the telephone interview, Golden Palace would not likely be modified to store the balance in the memory of the personal computer because such a feature would likely invite fraud and tampering on the part of players.

(c) Rejection over Weiss

Claims **27 – 33 and 37 – 51** stand rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,511,377 to Weiss (“Weiss” herein).

Each of claims **27 – 33 and 37 – 51** include at least the following feature that is not described in Weiss:

- *a balance of credit available for wagering, of which balance an amount less than the balance is to be provided,*

*wherein the available balance is a balance resulting from the player providing the gaming device with monetary input*

As discussed during the telephone interview, Weiss merely describes a cashless gaming system in which a player may establish an electronic account and transfer a portion of the funds from the account to a gaming device. See, for example, Abstract and Col. 3, lines 6 – 10. However, Weiss does not describe receiving a request from a player for monetary output in an amount that is less than an available balance of credit available for wagering, wherein the balance [from which the amount is to be output] results from the player providing the gaming device with monetary input.

4. Section 103 Rejection

Claims **34 and 35** stand rejected under 35 U.S.C. §103(a) as being obvious over Towson or Weiss. Applicants respectfully traverse this rejection.

Claims **34 and 35** are each dependent from Independent claim 33. Accordingly, claims **34 and 35** include each of the limitations of Independent claim **33**. Applicants thus respectfully submit that claims 34 and **35** are each patentable over Towson and Weiss, both individually and in combination, at least for the same reasons as discussed with respect to Independent claim **33**.

## C O N C L U S I O N

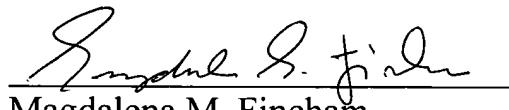
It is submitted that all of the claims are in condition for allowance. The Examiner's early re-examination and reconsideration are respectfully requested.

Please charge any fees that may be required for this Amendment to Deposit Account No. 50-0271. Furthermore, should an extension of time be required, please grant any extension of time which may be required to make this Amendment timely, and please charge any fee for such an extension to Deposit Account No. 50-0271.

If the Examiner has any questions regarding this amendment or the present application, the Examiner is cordially requested to contact Magdalena M. Fincham at telephone number (203) 461 – 7041 or via electronic mail at [mfincham@walkerdigital.com](mailto:mfincham@walkerdigital.com).

Respectfully submitted,

November 19, 2004  
Date

  
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